SMART FOUNDATION DOO
BROJ 031/22
DATUM 09.12.2022
BEOGRAD

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2021. godine *(u daljem tekstu: Izvođač)*

i

SMART FOUNDATION DOO BEOGRAD, sa sedištem u Beogradu, ul. Trgovačka br. 85, MB: 21542288, PIB: 111798285, koga zastupa Jovan Anđelković, direktor, *(u daljem tekstu: Podizvođač)*

*(u daljem tekstu takođe pojedinačno označeni i kao **Ugovorna strana**, a zajedno **Ugovorne strane**)*

S obzirom da

- Dana 29.08.2022.godine ugovorne strane su zaključile podizvođački ugovor i to Bridge Pile Foundation Work Agreemnet *(u daljem tekstu: Podizvođački ugovor)* za izvođenje radova na projektu Projekta modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija), *(u daljem tekstu: Projekat)*

- U toku izvođenja radova, Izvođač je zatražio da Podizvođač odustane od izvođenja dela ugovorenih radova

- U toku izvođenja radova, Podizvođač je zatražio plaćanje avansa.

S tim u vezi, dana 09. Dec 2022. ugovorne strane zaključuju sledeći

DOPUNSKI UGOVOR broj 2

Član 1.

Ugovorne strane su saglasne da će se obim radova iz Podizvođačkog ugovora umanjiti za radove na KM 105+797,12 u iznosu od 60.877,83eur i za radove na KM 108+115,69 u iznosu od 68.672,79eur.

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi, by power of attorney dated December 31, 2021 *(hereinafter referred to as Contractor)*

and

SMART FOUNDATION DOO BEOGRAD, with the registered seat in Belgrade, Trgovačka Street No. 85, registration no: 21542288, tax identification no: 111798285, legally represented by Mr. Jovan Anđelković *(hereinafter referred to as Subcontractor)*

*(Hereinafter individually also referred to as **the Party** and jointly referred to as **the Parties**)*

Whereas

- On August 29. 2022. the parties concluded the Bridge Pile Foundation Work Agreement *(hereinafter referred to as Subcontract)* for the execution of the works on the project of modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija), *(hereinafter referred to as Project)*
- During the performance of the works, the Contractor requested that the Subcontractor refrain from performing part of the contracted works
- During the execution of the works, the Subcontractor submitted bid for the advance payment.

Therefore, on 09. Dec 2022, the parties conclude the following

SUPLEMENTARY AGREEMENT no.2

Article 1

The contracting parties agree that the scope of works from the Subcontracting Agreement will be reduced for works on KM 105+797.12 in the amount of EUR 60,877.83 and for works on KM 108+115.69 in the amount of EUR 68,672.79.

Vrednost ugovorenih radova prema Podizvođačkom ugovoru od 29.08.2022. godine iznosi 942.468,16eur.
Vrednost dodatno ugovorenih radova prema Dopunskom ugovoru od 01. Nov 2022. iznosi 158.108,98eur.

Ukupna ugovorena vrednost radova prema Podizvođačkom ugovoru i Dopunskom ugovoru, umanjena za radove na KM105+797,12 i KM 108+115,69 iznosi **971.026,52eur**.

The value of the contracted works according to the Subcontracting Agreement dated August 29, 2022. year is EUR 942.468,16.
The value of the additionally contracted works according to the Supplementary Agreement dated 01 NOV 2022 is EUR 158.108,98.

The total contracted value of the works according to the Subcontract and Supplementary Agreement, minus the works on KM 105+797,12 and KM 108+115,69, amounts to **EUR 971.026,52**.

Član 2

Izvođač se obavezuje da plati Podizvođaču Avans u iznosu od 10% ukupno ugovorenih radova u roku od 5 dana od kada Podizvođač dostavi garanciju za plaćanje avansa i račun za avans.
Akontacija za projekat će se odbiti od uplate napretka, a 10% iznosa računa će se odbijati od svake privremene situacije dok se ne odbiju svi avansi. Pre izdavanja potvrde o prihvatanju projekta, kada je ugovor raskinut usled više sile ili drugih razloga, ako avans nije odbijen, ostatak avansa koji nije odbijen smatraće se kao dospela obaveza od strane podizvođač.

Article 2

The Contractor undertakes to pay the Subcontractor an Advance in the amount of 10% of the total contracted works within 5 days from when the Subcontractor submits the guarantee for the payment of the advance and the invoice for the advance.
The advance payment for the project will be deducted from the progress payment, and 10% of the bill amount will be deducted from each interim payment certificate until all the advance payment is deducted. Before the project acceptance certificate is issued, when the contract is terminated due to force majeure or other reasons, if the advance payment has not been deducted, the balance of the advance payment that has not been deducted shall be regarded as the due payable of the subcontractor.

Podizvođač će kao garanciju/instrument obezbeđenja za uplaćeni avans, u momentu zaključenja ovog Dopunskog ugovora br.2, dostaviti Izvođaču 1 (jednu) blanko solo menicu, sa klauzulom „bezuslovno", „neopozivo" i „bez protesta", propisno potpisanu od strane ovlašćenog zastupnika Podizvođača, sa meničnim ovlašćenjima za popunjavanje i naplatu dospelih, a neizmirenih novčanih obaveza Podizvođača, sa naznačenim iznosom od 10% od ukupne vrednosti radova bez PDV-a, a koja su takođe potpisana od strane ovlašćenog zastupnika Podizvođača i overena pečatom Podizvođača. Uz navedeno sredstvo obezbeđenja plaćanja novčanih obaveza, Podizvođač je u obavezi da dostavi fotokopiju kartona deponovanih potpisa ovlašćenih lica kod poslovne banke, koji moraju biti overeni pečatom

As a guarantee/security instrument for the advance payment, at the moment of concluding this Supplementary Agreement no.2, the Subcontractor will deliver to the Contractor 1 (one) blank solo promissory note, with the clause "unconditional", "irrevocable" and "without protest", duly signed by the authorized representative of the Subcontractor, with bills of exchange authorizations for filling and collecting the due and unpaid financial obligations of the Subcontractor, with the indicated amount of 10% of the total value of the works without VAT, which are also signed by the Subcontractor's authorized representative and certified with the Subcontractor's seal. In addition to the aforementioned means of securing the payment of financial obligations, the Subcontractor is obliged to submit a photocopy of the signatures of

poslovne banke kod koje Podizvođač ima tekući račun.

authorized persons deposited with the commercial bank, which must be certified by the stamp of the commercial bank with which the Subcontractor has a current account.

Član 3

Ovim dopunskim ugovorom definišu se dodatne stavke pored onih definisanih u Podizvođačkom ugovoru i njihove odgovarajuće konačne ili privremene cene. Ovaj dopunski ugovor će promeniti količinu radova Podizvođača i ukupnu ugovornu cenu.

Article 3

This Supplementary Agreement shall define additional items to those defined under the Subcontract and their corresponding final or provisional pricing. This agreement shall change the works quantity of the Subcontract and total contract price.

Član4

Podizvođač je dužan da izvodi radove u skladu sa izmenjenim obimom posla.

Article 4

The Subcontractor shall be obliged to perform the works in accordance with the amended scope of the works.

Član 5

Ovaj Dopunski ugovor stupa na snagu nakon što ga potpišu i pečatom overe predstavnici obe strane.

Article 5

This Supplementary Agreement shall enter into force upon being signed and sealed by representatives of both parties.

Član 6

Ovaj Dopunski ugovor predstavlja dopunu Podizvođačkom ugovoru i sve što nije regulisano ovim Dopunskim ugovorom podležu odredbama Podizvođačkog ugovora.

Article 6

This Supplementary Agreement is supplement to the Subcontract and the contents not covered in the agreement shall be subject to the provisions of the Subcontract.

Član7

Ovaj Dopunski ugovor je sačinjen u 2 (dva) istovetna dvojezična primerka, od kojih po jedan zadržava svaka strana. U slučaju neslaganja između verzije na srpskom i verzije na engleskom jeziku, verzija na engleskom jeziku će biti merodavna.

Article 7

This Supplementary Agreement is drafted in bilingual form, English and Serbian, and this Settlement is made in 2 (two) identical copies, out of which one copy shall be retained by each party, in case of a discrepancy between the two versions, the English version shall prevail.

Izvođač/ Contractor

Xue Hongxi

Po punomoćju od 31.12.2021 / by power of attorney dated December 31st, 2021

Podizvođač/ Subcontractor

Jovan Anđelković

direktor / director